

2010-2011

NONCERTIFIED PERSONNEL POLICIES

***All personnel policies contained in this document were approved by the Westside Board of Education on May 12, 2010 and are effective July 1, 2010.**

LEA 16-02

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8.1—NONCERTIFIED PERSONNEL SALARY SCHEDULE

Approved by the Board 6/15/2009

		Years Experience										2%					2.50%			
		1.50%																		
Job Description	Level	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Bus Driver (per day)	1	53.75	53.85	53.95	54.05	54.15	54.25	54.35	54.45	54.55	54.65	54.75	54.90	55.05	55.20	55.35	55.50	55.70	55.90	56.10
Bus Aide (per day)	2	22.69	22.79	22.89	22.99	23.09	23.19	23.29	23.39	23.49	23.59	23.69	23.84	23.99	24.14	24.29	24.44	24.64	24.84	25.04
Bus Aide: Extended Route (per hr)	3	8.37	8.47	8.57	8.67	8.77	8.87	8.97	9.07	9.17	9.27	9.37	9.52	9.67	9.82	9.97	10.12	10.32	10.52	10.72
Bus Driver: Extended Route (per hr)	4	8.37	8.47	8.57	8.67	8.77	8.87	8.97	9.07	9.17	9.27	9.37	9.52	9.67	9.82	9.97	10.12	10.32	10.52	10.72
Mechanic	5	12.15	12.33	12.52	12.70	12.90	13.09	13.29	13.48	13.69	13.89	14.10	14.38	14.67	14.96	15.26	15.57	15.96	16.36	16.77
Asst. Mechanic	6	9.03	9.17	9.30	9.44	9.58	9.73	9.87	10.02	10.17	10.32	10.48	10.69	10.90	11.12	11.34	11.57	11.86	12.16	12.46
Parent Center Coordinator	7	8.86	8.99	9.13	9.26	9.40	9.54	9.69	9.83	9.98	10.13	10.28	10.49	10.70	10.91	11.13	11.35	11.64	11.93	12.23
Pre-K CDA/Paraprofessional	8	8.37	8.50	8.62	8.75	8.88	9.02	9.15	9.29	9.43	9.57	9.71	9.91	10.11	10.31	10.51	10.72	10.99	11.27	11.55
Teacher Aide/Paraprofessional	9	8.37	8.50	8.62	8.75	8.88	9.02	9.15	9.29	9.43	9.57	9.71	9.91	10.11	10.31	10.51	10.72	10.99	11.27	11.55
Custodian/Groundskeeper	10	8.39	8.52	8.64	8.77	8.90	9.04	9.17	9.31	9.45	9.59	9.74	9.93	10.13	10.33	10.54	10.75	11.02	11.29	11.58
Food Service Worker	11	8.39	8.52	8.64	8.77	8.90	9.04	9.17	9.31	9.45	9.59	9.74	9.93	10.13	10.33	10.54	10.75	11.02	11.29	11.58
Food Service Manager	12	9.62	9.76	9.91	10.06	10.21	10.36	10.52	10.68	10.84	11.00	11.16	11.39	11.62	11.85	12.08	12.33	12.63	12.95	13.27
Maintenance Worker	13	9.02	9.16	9.29	9.43	9.57	9.72	9.86	10.01	10.16	10.31	10.47	10.68	10.89	11.11	11.33	11.56	11.85	12.14	12.45
ES Principal's Secretary	14	10.70	10.86	11.02	11.19	11.36	11.53	11.70	11.88	12.05	12.23	12.42	12.67	12.92	13.18	13.44	13.71	14.05	14.40	14.76
MS Principal's Secretary	15	10.50	10.66	10.82	10.98	11.14	11.31	11.48	11.65	11.83	12.01	12.19	12.43	12.68	12.93	13.19	13.45	13.79	14.14	14.49
HS Principal's Secretary	16	10.60	10.76	10.92	11.08	11.25	11.42	11.59	11.76	11.94	12.12	12.30	12.55	12.80	13.05	13.32	13.58	13.92	14.27	14.63
HS Registrar/APSCN	17	12.81	13.00	13.20	13.40	13.60	13.80	14.01	14.22	14.43	14.65	14.87	15.16	15.47	15.78	16.09	16.41	16.82	17.24	17.68
ES APSCN Clerk	18	10.90	11.06	11.23	11.40	11.57	11.74	11.92	12.10	12.28	12.46	12.65	12.90	13.16	13.42	13.69	13.97	14.32	14.67	15.04
MS APSCN Clerk	19	10.80	10.96	11.13	11.29	11.46	11.63	11.81	11.99	12.17	12.35	12.53	12.78	13.04	13.30	13.57	13.84	14.18	14.54	14.90
Superintendent's Secretary	20	13.10	13.30	13.50	13.70	13.90	14.11	14.32	14.54	14.76	14.98	15.20	15.51	15.82	16.13	16.46	16.79	17.21	17.64	18.08
Asst Bookkeeper-SIS Admin/Activ Accts	21	13.10	13.30	13.50	13.70	13.90	14.11	14.32	14.54	14.76	14.98	15.20	15.51	15.82	16.13	16.46	16.79	17.21	17.64	18.08
Asst Bookkeeper-P/R Admin	22	13.10	13.30	13.50	13.70	13.90	14.11	14.32	14.54	14.76	14.98	15.20	15.51	15.82	16.13	16.46	16.79	17.21	17.64	18.08
Computer Technician	23	11.50	11.67	11.85	12.03	12.21	12.39	12.57	12.76	12.95	13.15	13.35	13.61	13.89	14.16	14.45	14.74	15.10	15.48	15.87
Nurse - LPN	24	13.55	13.75	13.96	14.17	14.38	14.60	14.82	15.04	15.26	15.49	15.73	16.04	16.36	16.69	17.02	17.36	17.80	18.24	18.70
Nurse- RN	25	20.75	21.06	21.38	21.70	22.02	22.35	22.69	23.03	23.37	23.73	24.08	24.56	25.05	25.56	26.07	26.59	27.25	27.93	28.63

Bus Route #2

\$62.29/day

***1.5% increment - years 0 - 10; 2% increment years 11-15; 2.5% increment years 16-20; 3% increment year 21

***Bus driver and bus aide pay is based on a minimum of 2.25 hours per day. Extended routes are calculated on 15 minute intervals, based on the driver/aide's years of experience.

Note 1: Certified - \$20; Classified (with other contract) - \$10; Aide - \$8

Time Sheet Hourly Rate

\$7.25hr (Beginning 7/24/09)

"Like Experience" - Worked within a Arkansas K-12 public school or institution of higher education (ASU) in a full time position that would require maintaing teacher retirement status.

Vocational Bus Route

\$22.72/day

Tutoring Rates

\$20 (Certified), \$10 (Classified-with other contract), \$8 (Aide)

Negotiated Contracts

1. District Treasurer

2. District Food Service Director

3. District Security Director

4. District Technology Director

5. School Resource Officer

6. District Transportation Director

7. District Maintenance Director

JROTC NCO

1. Minimum Instructor Pay

2. \$1,750 Stipend

Bus Aide Sub/Driver's Learning Routes

\$20/day - \$10/trip

Benchmark Tutoring Bus Driver

\$25.00/day

Bus Workshops

\$60.00 per state mandated workshop - if outside total contracted hours

Legal References: A.C.A. § 6-17-2301

For the purpose of this policy an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.

Date Adopted: 05/18/2006

Last Revised 06/15/2009 LEA 16-02

8.2— NONCERTIFIED PERSONNEL EVALUATIONS

Noncertified personnel will be evaluated annually.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

The performance, progress, and potential of every employee will be reviewed during the first thirty (30) days of employment and annually thereafter. The purpose of this review is to give your supervisor an opportunity to let employees know where they stand and to discuss the ways in which your performance can be improved and your progress guided.

During these reviews, your supervisor will evaluate your performance on such factors as attendance, job knowledge, quality of work, quantity of output, attitude, dependability, conduct, teamwork, and neatness. This is also a time for employees to voice their thoughts about their progress, working conditions, etc.

Along with the need of efficiently operating the school, the safety and convenience of a great many personnel may be jeopardized by the thoughtless acts of just one worker, therefore, some restrictions must be made on the individual for the sake of the whole group. Your attention is directed to the following list of violations, the committing of which will be sufficient grounds for disciplinary action up to and including discharge:

1. Failure to be at workstation at starting time;
2. Leaving workstation without authorization prior to lunch periods, rest periods, or end of workday;
3. Excessive unexcused absenteeism;
4. Excessive tardiness;
5. Wasting time or loitering during working hours;
6. Leaving work area during working hours without permission first, for any reason;
7. Falsification of personnel or other records;
8. Removing school property, records, or confidential information from the premises without proper authority;
9. Willfull abuse, misuse, defacing, or destruction of school property including tools, equipment, or other property of other employees;
10. Theft or misappropriation of property of employees, students, or of the school;
11. Distracting the attention of others;
12. Refusal to obey orders of supervisor;
13. Refusal or failure to do work assignment;
14. Unauthorized operation of machines, tools, or equipment;
15. Threatening, intimidating, coercing or interfering with employees or supervision at any time;
16. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, or the school;
17. Fighting on premises at any time;

18. Creating or contributing to unsanitary conditions;
19. Practical jokes injurious to employee's or school property;
20. Possession, consumption or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances;
21. Disregard of known safety rules or common safety practices;
22. Unsafe operation of motor driven vehicles;
23. Operating machines or equipment without safety devices provided;
24. Gambling, lottery, or any other game of chance on school property;
25. Unauthorized distribution of literature, written or printed matter of any description on school premises;
26. Posting or removing notices, signs, or writing in any form on bulletin boards of school property at any time without specific authority of administration;
27. Poor workmanship;
28. Immoral conduct or indecency including abusive and/or foul language;
29. No personal calls during work hours, except for emergencies. This includes in-coming or out-going calls;
30. Walking off job.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 05/18/2006

Last Revised:

8.3—EVALUATION OF NONCERTIFIED PERSONNEL BY RELATIVES

No person shall be employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: 05/18/2006

Last Revised:

8.4— NONCERTIFIED EMPLOYEES DRUG TESTING

Scope of Policy

All noncertified personnel may be randomly drug tested. Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

Methods of Testing

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

Definition

Safety sensitive function includes:

- a. All time spent inspecting, servicing, and/or preparing the vehicle;
- b. All time spent driving the vehicle;
- c. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- d. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Requirements

All employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol
- D. No driver required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1,2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Refusal to Submit

Refusal to submit to an alcohol or controlled substance test means that the driver

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

If the result for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Legal Reference: A.C.A. § 6-19-108
 49 C.F.R. § 382-101 – 605
 49 C.F.R. § part 40

Date Adopted: 05/18/2006
Last Revised: 05/14/2007

8.5— NONCERTIFIED EMPLOYEES SICK LEAVE

Definitions

1. “Employee” is a contracted employee of the District who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal/supervisor shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means employees are credited with sick leave days at the beginning of each contract year, based on each employee working for the entire term of his or her contract, at the rate of one day per month or major portion thereof that the employee is under contract .Any employee who uses or transfers all of his/her sick leave days and whose employment is then terminated for any reason will have his/her last paycheck docked for the used or transferred sick days that were not earned.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee or is a relative by blood or marriage or close friends.

Sick Leave

Full time employees will earn one (1) day of sick leave for each month worked. Employees hired on or before the 15th of the month will earn sick leave the month hired. Those employees hired after the 16th of the month will not earn sick leave until the following month. Employees unable to report to work due to illness must call the principal/supervisor well in advance of their work period and give the reason for absence. A doctor’s certificate or other proof of illness may be required before returning to work.

The principal/supervisor has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal/supervisor.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s hourly rate of pay times the number of hours normally worked per day. Absences for

illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

At the discretion of the principal/supervisor (or Superintendent), the District may require a written statement from the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal/supervisor or Superintendent) may result in dismissal.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability² determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing³, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Cross Reference: 8.23— NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: A.C.A. § 6-17-1301 et seq.
 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.

Pay for Unused Sick Days over 90 Days

At the end of each school year for any sick days which exceeds the 90 day maximum, a non-certified employee will be paid at the current time sheet hourly rate as defined on the classified salary schedule times one's current contracted hours. This will be done on a pro-rated basis for part-time employees (Example: a bus driver will be paid 2/7 of this total pay).

Bonus for Unused Sick Leave Before Retirement

This portion of the sick leave policy will be based on the last ten years of service to the Westside Consolidated School District. Any person who has less than ten years of service to the District will not be eligible for a bonus under this portion of the policy. Only those individuals who meet the definition of a employee will be eligible for this program.

Step 1 Years of experience in the District (10 or more) will be the percentage used to determine the number of days paid. Example: Ten years in the District upon leaving

would equal 10 percent. Eleven years would equal 11 percent. This same procedure would be used to determine the percentage that would be used.

Step 2 Count the number of sick days accumulated by the employee, not to exceed 90 days.

Step 3 Multiply the percentage of Step 1 by the total accumulated days of Step 2. This will be the total number of days that will be used to determine the “Bonus for Unused Sick Leave Before Retirement.”

Step 4 Multiply 30 percent of the employee’s gross daily wage at the time of departure by the total days found in Step C. This will be the “Bonus for Unused Sick Leave Before Retirement.”

Example: Mrs. X has 20 years of service. She has accumulated 90 days. Her gross daily was is \$125.00.

Step 1 – 20 years in district equals 20%

Step 2 – Accumulated days in service to district equals 90.

Step 3 – 20% multiplied by 90 equals 18 days.

Step 4 – 30% of \$125 X 18 = \$675 “Bonus for Unused Sick Leave Before Retirement”

*If employee leaving is transferring to another school district, the transferred days would be subtracted from the total number of accumulated days. Therefore, pay won’t be issued for days transferred to other districts.

**Bonus will be subject to any required deductions for federal and state taxes and retirement.

Bonus for Unused Sick Leave upon Retirement

For those who meet the definition of employee with 10 years of experience or more in the District will receive this pay for all sick days up to 90.

Employees with less than 10 years experience in the Westside School District will receive pay for only those sick days acquired at Westside School or would have acquired if they had transferred zero days into Westside School District.

The retiring employee must apply to and be approved for retirement by the Arkansas State Teacher Retirement System and/or the Public Employee Retirement System.

The rate of pay for unused sick leave per day will be 30% of the employee's gross daily wage at the time of retirement. This will be multiplied by the total number of days accumulated.

Example: Mrs. X has accumulated 90 days sick leave. Her gross daily wage is \$125 per day.

Step 1 – $30\% \times \$125 = \37.50

Step 2 - $\$37.50 \times 90 = \$3,375.00$ "Bonus for unused sick leave upon retirement"

*The bonus is subject to any required deductions for federal and state taxes and retirement.

Transfer of Spousal Employee Sick Days

Any employee of the Westside Consolidate School District who is married to an individual who is also an employee of the District may transfer his/her own sick leave days to his/her spouse under the following circumstances:

1. The receiving spouse has exhausted his/her accumulated sick leave days.
2. The transferring spouse has an accumulation of one or more sick leave days.
3. The transferring spouse makes a written request that a specific number of sick leave days be transferred, not to exceed the sick leave day balance of the transferring spouse.

Transfer of Co-Worker Employee Sick Days

In the necessity of a sick day, Classified employees are allowed to offer up to, but not exceed 20 days per contracted year, to another Classified co-worker who has exhausted his/her accumulated sick leave days (these days may be given by an individually or in a lump sum up to 20 days). A signed mandatory *Transfer of Sick Days* form will be filled out and given to the payroll bookkeeper with the intent of the transferring employee.

Bonus for Unused Sick Leave Prior To T-Drop Agreement

This agreement is for employees that have 10 years or more in the *WESTSIDE SCHOOL DISTRICT*.

Any employee who is planning to enter the T-drop program through the *Arkansas Teacher Retirement System*, may opt to sell his/her unused sick leave days back to the school any time after his/her 26th year in the retirement system. The pay for the sick leave days would be figured at the same rate as if the employee were leaving through retirement.

The employee may have the option of the following plans. He/she may sell:

- a.) One third of his/her accumulated days, up to 30 days each year, over a three year period.
- b.) One half of his/her accumulated days, up to 45 days each year, over a two year period.
- c.) All accumulated days, up to 90, at the end of the year prior to entering the T-drop program.

Upon final official retirement, any unused sick leave days that accumulate after an employee has sold his/her 90 unused days will be paid at the current time sheet hourly rate.

Note: Allowing employees the option to receive pay for sick days in this manner will not increase the amount the school would have paid any employee for their unused sick days. This plan simply allows the opportunity for any employee to have this pay averaged into their yearly salary over the last 3 years before he/she locks in the pay on which his/her retirement will be figured. Increasing the last three year's pay will make a significant difference in the monthly amount paid to the employee by teacher retirement, as well as a difference in the amount that will be paid into the T-drop program each year the employee participates in that program.

Legal References: A.C.A. § 6-17-1301 et seq.

Date Adopted: 05/18/2006

Last Revised: 01/21/2008-8.5A:6/16/08: **01/19/2009 (Effective 07/01/2009)**

(* - see page 12A for Transfer of Sick Day Form); 2-15-2010

8.6—SICK LEAVE BANK — ALL EMPLOYEES

Purpose

- A. The purpose of this program is to grant to its participants an extended leave period above and beyond the existing district sick leave policy
- B. It is the intent of this program to provide additional leave only after 20 days of absence have occurred.

Membership

- A. Any contracted employee of the Westside Consolidated School District may become a participant by contributing three (3) of his/her regular sick days to the SICK LEAVE BANK established for this program.
- B. Employees will contribute 3 days for each contract, if multiple contracts are issued
- C. After contributed, the days may not be withdrawn.
- D. Initial membership will be taken during the first two (2) weeks of employment or the first two weeks of the school year.
- E. A person who leaves the sick bank by moving away must rejoin upon his/her return.

Review Board

- A. The eligibility to withdraw days from the sick leave bank will, in all cases, be determined by the Review Board. The decision of the Review Board will be final.
- B. The Review Board will consist of ten (10) members as follows: Superintendent, one (1) principal, four (4) certified and four (4) classified persons. (The Superintendent will only vote in the event of a tie.)

Program Limits

- A. The total number of days that may be withdrawn by any individual shall not exceed 45 days per school year. NO days will be awarded if employee is receiving pay from workers' compensation.
- B. In the event that the number of days in the Bank falls below 100 days in any given year, participating members may be assessed one additional day.
- C. As a general guideline for the Review Board, days may be withdrawn only for absence due to prolonged family illness, accident, abnormal pregnancy problems. "Serious personal or family illness, disabilities or accidents" means a period of continuous or intermittent absence, qualifying as sick leave, in which 20 or more days are missed during a single contract year. Days may be granted only during contracted time. A doctor's statement must be presented to the Review Board. This statement must include the following: a description of the medical problem, a verification that the employee is unable to work, and a statement projecting the expected date of the return to work.

Records

- A. In the event that an additional assessment is made as set forth in Program Limits, part B, and a participating member does not have an additional day available, and he is in the second year of participation, he may borrow one day from the bank to continue his coverage. This day will be automatically assessed at the beginning of the next school year.
- B. A member in his first year of participation cannot borrow from the bank for the purpose of reassessment. If unable to contribute the additional day, upon assessment, he will be dropped from the program. Any member who is dropped from the program is eligible to join the following year.

Changing Limits

- A. This program may only be changed by a majority vote of the participating members.
- B. The Review Board will act as the administrative body of the program with the chairman elected by the Review Board members.

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: 05/18/2006

Last Revised: 05/14/2007, 6/21/2010, 01/17/11-Effective 07/01/11

8.7— NONCERTIFIED EMPLOYEES PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Contracted full-time employees shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one-half of a work day.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave. (For sick leave see Policy 8.5, for professional leave see below.) School functions, for the purposes of this policy, means:

1. Athletic or academic events related to the school district; and
2. Meetings and conferences related to education.

For employees other than the superintendent, the determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. For the superintendent, the school board of directors shall determine what activities meet the definition of a school function. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

Any employee desiring to take personal leave may do so by making a written request to his/her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

Additional personal days may be accrued based upon the number of sick days accumulated at the beginning of the contract. When an employee has accumulated 30 sick days – one (1) personal day will be added, 60 sick days accumulated – two (2) personal days will be added, 90 sick days accumulated – three (3) personal days will be added.

1 – 29 days	No additional personal days granted
30-59 days	One (1) additional personal day granted
60-89 days	Two (2) additional personal days granted
90 + days	Three (3) additional personal days granted

Personal days may accumulate to six (6) days. After six (6) accumulated personal days, excess personal days will be logged as sick days.

Upon retirement only, any accumulated personal days will be treated and logged as unused sick days.

Guidelines to use personal days are as follows:

3. No more than 3 employees per campus, per day may take a personal day.
4. 48 hours notice must be given to the principal
5. These days may not be taken during the last two weeks before Christmas vacation, two weeks prior to the end of the school year, or the first two weeks of the beginning of the school year. Exceptions may be granted by the building principal.
6. The personal days may be taken the same semester.

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Professional Leave

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school district's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee's employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the Superintendent. Budgeting concerns and the potential benefit for the district's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for the participation in the professional leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of the substitute, if one is needed, shall be paid by the district.

Date Adopted: 06/18/2007

Last Revised: 01/19/09, 05/14/2009 (effective 07/01/2009)

8.7.1— NONCERTIFIED EMPLOYEES PERSONAL LEAVE – LEAVE OF ABSENCE

Leaves of absence by noncertified employees should first make a application to their immediate supervisor. And may be granted under certain circumstances by the recommendation of the supervisor / superintendent and the Board of Education. Each leave of absence will be handled on an individual basis. Leaves of absence shall affect sick leave and vacation eligibility if the leave of absence is over 30 days. In other words, sick leave shall not be earned or vacation eligibility accrued during a leave of absence or more than 30 days. Maternity leave of absence shall be treated in the same manner as any other medical leave of absence.

Employees on leave of absence will be given a job after one-year leave, if a job exists. If positions are eliminated due to decreased enrollments, consolidation of classes or other reasons, then a job will not be available.

Date Adopted: 06/18/2007

Last Revised:

8.7.2— NONCERTIFIED EMPLOYEES PERSONAL LEAVE – VACATION

After one year's continuous service, eligible employees who work 12 months shall receive vacation pay based upon district years* of service.

One year service	Two (2) weeks (10 working days)
Five years service	Three (3) weeks (15 working days)
Ten years service	Four (4) weeks (20 working days)

Vacation leave may be taken at a time during the year when the work schedule will permit and it is approved by the building principal/supervisor and the superintendent. Accrued vacation time may not carry over from year to year.

**District years are interpreted as the years worked in a 12 month capacity.*

Date Adopted: 05/18/2006

Last Revised: 06/18/2007

8.8—NONCERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.¹

Cross Reference: **6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)**

Legal Reference: A.C.A. § 12-12-913 (g) (2)
 Arkansas Department of Education Guidelines for "Megan's Law"
 A.C.A. § 5-14-132

Date Adopted: 06/18/2007

Last Revised: 01/19/2009 (retroactive to 07/01/2008)

8.9—PUBLIC OFFICE – NONCERTIFIED PERSONNEL

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his employment contract.

Cross Reference: Policy # 8.17—Noncertified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 05/18/2006

Last Revised: 05/14/2007

8.10—JURY DUTY – NONCERTIFIED PERSONNEL

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.

The employee must present the original (not a copy) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and may retain jury pay.

B. If a employee is subpoenaed to court in a school related incident the employee will not be docked personal days or pay.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 05/18/2006

Last Revised:

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Westside Consolidated School District (the District) shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours.^A It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily^B or through compensatory time.

Definitions

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.^D

Workweek is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.^E

Exempt Employees are those employees who are not covered under the FLSA.^F They include administrators and professional employees such as teachers, counselors, nurses, and supervisors. Any employee who is unsure of their coverage status should consult with the District's Administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed noncertified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

Regular Rate of Pay includes all forms of remuneration for employment and shall be expressed as an hourly rate.^G For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

Employment Relationships

1. The District does not have an employment relationship in the following instances.
2. Between the District and student teachers;
3. Between the District and its students;
4. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances.

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
2. Between the District and any agency contracted with to provide transportation services, security services, or other services.

Hours Worked

Employees shall be compensated for all the time they are required to be on duty^H and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.^I

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.^J

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

Breaks and Meals

Each employee working more than 20 hours per week shall be provided two, paid, 15 minute duty free breaks per workday.^K

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable.^L Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

Overtime

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek.^M Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.^N

Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages.^O This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

Provided the employee and the District have a written agreement or understanding before the work is performed,^P compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.^Q The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 20. The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. The final regular rate received by the employee.^R

Overtime Authorization

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action must be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

Leave Requests

All covered employees shall submit a leave request form prior to taking the leave if possible. If, due to unforeseen or emergency circumstances, advance request was not possible the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of 4 hour increments.

Record Keeping^S and Postings^T

The District shall keep and maintain records as required by the FLSA for the period of time^U required by the act.

The District shall display minimum wage posters where employees can readily observe them.

Cooperation with Enforcement Officials^V

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;
3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References:

- A: 29 USC § 206(a), ACA § 6-17-2203
- B: 29 USC § 207(a)(1), 29 CFR § 778.100
- C: 29 USC § 207(o), 29 CFR § 553.50
- D: 29 CFR § 778.218(a)
- E: 29 CFR § 778.105
- F: 29 USC § 213(a), 29 CFR §§ 541 et seq.
- G: 29 USC § 207(e), 29 CFR § 778.108
- H: 29 CFR §§ 785.9, 785.16
- I: 29 CFR § 516.2(7)
- J: 29 CFR §§ 785.1 et seq.
- K: ACA § 6-17-2205
- L: 29 CFR §§ 785.19
- M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
- N: 29 CFR § 778.106
- O: 29 USC § 207(g)(2), 29 CFR § 778.115
- P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
- Q: 29 CFR § 553.20
- R: 29 USC § 207(o)(4), 29 CFR § 553.27
- S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
- T: 29 CFR § 516.4
- U: 29 CFR §§ 516.5, 516.6
- V: 29 USC § 211(a)(b)

Date Adopted: 05/18/2006

Last Revised:

8.12— NONCERTIFIED PERSONNEL OUTSIDE EMPLOYMENT

An employee of the District may not be employed in any other capacity during regular working hours.

An employee may not accept employment outside of his district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

The Superintendent, or his designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

Legal Reference: A.C.A. § 6-24-106, 107, 111

Date Adopted: 05/18/2006

Last Revised:

8.13— NONCERTIFIED PERSONNEL EMPLOYMENT

All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of which information is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

The Westside Consolidated School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Pay Periods

Pay periods will be determined by administrative necessity and may change due to fiscal requirements. If possible, changes will be made so that any inconvenience will be avoided.

Posting of Position Vacancies

Recognizing the importance of providing district employees with opportunities for advancement and to offer greater clarity in policy and procedures for the hiring of position vacancies that occur in the district, it shall be the policy of the Westside Consolidated School District to observe the following procedures with respect to the posting and publication of position vacancies:

1. All position vacancies shall be posted throughout the district for five (5) school days before outside applications may be considered.
2. All position vacancies shall be posted throughout the district in the following locations: 1) principals' offices, 2) teacher work rooms, 3) supervisors' offices/work areas, 4) district office, and 5) district's website.
3. In-district postings of position vacancies shall be stamped with the date of receipt from the district office. A second stamp shall be affixed documenting the date of actual posting.
4. All non-administrative vacancies may or may not be advertised in local and/or statewide newspaper publications.
5. Administrative vacancies shall be advertised in the local newspaper following the mandatory in-district posting period.
6. The mandatory in-district posting period does not apply during the following date: 1) July 15 – August 15, and 2) December 1 – January 1. This provision is specifically intended to give the school district great flexibility in making late hiring decisions that may arise due to sudden vacancies that require expedited action to fill the vacancy before the start of the next school term.
7. The Superintendent shall provide proof of in-district posting per the provisions of this policy to the Westside Board of Education upon recommendation of all applicants recommended to the board for employment.

Date Adopted: 05/18/2006

Last Revised:

8.13.1— NONCERTIFIED PERSONNEL EMPLOYMENT – 90 DAY PROBATION

Any substitute or temporary classified personnel will have up to a 90 day “probationary” period. After the 90 days have expired, the employee will be notified of the district’s intentions regarding contracted employment. If the substitute or temporary employee will not be recommended for hire, the building principal/supervisor will notify the superintendent of reasons for the non-recommendation, and the employee will be informed by the next board meeting of those reasons.

The substitute or temporary employee may be recommended for hire and offered a contract before working the entire 90 days if the supervisor feels the position needs to be filled.

Note: All classified supervisory or administrative positions are excluded. These positions will continue to be filled by the Superintendent.

Date Adopted: 05/18/2006

Last Revised:

8.14— NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal/supervisor (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent and that the employee's attendance/travel was at the request of the district.

It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval.

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

Cross Reference: Policy #7.12

Date Adopted: 05/18/2006

Last Revised: 05/14/2007

8.15— NONCERTIFIED PERSONNEL TOBACCO USE *

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

Violation of this policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 05/18/2006

Last Revised:

8.16—DRESS OF NONCERTIFIED EMPLOYEES

Employees shall ensure that their dress and appearance are professional and appropriate to their positions.

Date Adopted: 05/18/2006

Last Revised:

8.17— NONCERTIFIED PERSONNEL POLITICAL ACTIVITY

Employees are free to engage in political activity outside of work hours and to the extent that it does not affect the performance of their duties or adversely affect important working relationships.

It is specifically forbidden for employees to engage in political activities on the school grounds or during work hours. The following activities are forbidden on school property:

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted: 05/18/2006

Last Revised:

8.18— NONCERTIFIED PERSONNEL DEBTS

All employees are expected to meet their financial obligations. If an employee writes “hot” checks dismissal may result.

If an employee has his income garnished, he will be asked to explain the circumstances to his immediate supervisor and or the superintendent and present in writing a plan for getting out of the financial difficulty.

Further garnishments could lead to a recommendation that the employee seek financial counseling.

If no improvement is made and a habitual pattern of garnishments is evident, at the discretion of the superintendent, garnishment may be used as a basis for dismissal. The superintendent may take into consideration other factors in deciding whether to recommend dismissal. Those factors may include, but are not limited to, the amount of the debt, the time between garnishments, and other financial problems which come to the attention of the District.

Date Adopted: 05/18/2006

Last Revised:

8.19— NONCERTIFIED PERSONNEL GRIEVANCES

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies or salary payments of this district.

Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. All individuals within the group are requesting the same relief.

Employee: any person employed under a written contract by this school district.

Immediate Supervisor: the person immediately superior to an employee who directs and supervises the work of that employee.

Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

Process

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within ten working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The ten-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within ten working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within ten working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal/supervisor or, in the event that the employee's immediate supervisor is the building principal/supervisor, the superintendent.

Level Two (when appeal is to the building principal/supervisor): Upon receipt of a Level Two Grievance Form, the building principal/supervisor will have ten working days to schedule a conference with the employee filing the grievance. The principal/supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal/supervisor will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within ten working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal/supervisor, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal/supervisor's reply to the superintendent within ten working days of his/her receipt of the principal/supervisor's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within ten working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within ten working days of his/her

receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

Records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.

Reprisals

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 05/18/2006

Last Revised:

8.19F—LEVEL TWO GRIEVANCE FORM - NONCERTIFIED

Name: _____

Date submitted to supervisor: _____

Noncertified Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: 05/18/2006

Last Revised:

8.20— NONCERTIFIED PERSONNEL SEXUAL HARASSMENT

The Westside Consolidated School District is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment.

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the

complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
 Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.
 ACA § 6-15-1005 (b) (1)

Date Adopted: 05/18/2006

Last Revised:

8.21— NONCERTIFIED PERSONNEL SUPERVISION OF STUDENTS

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Superintendent shall direct all principal/supervisors to establish regulations ensuring adequate supervision of students throughout the school day and at extracurricular activities.

Date Adopted: 05/18/2006

Last Revised:

8.22— NONCERTIFIED PERSONNEL COMPUTER USE POLICY

The Westside Consolidated School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy **no expectation of privacy** in any aspect of their computer use, including email, and that, under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during work or instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

Date Adopted: 05/18/2006

Last Revised: 01/19/2009 (effective 07/01/2009)

8.22F—NONCERTIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Westside Consolidated School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software;
 - e. wasteful use of limited resources provided by the school including paper and/or printer ink;
 - f. causing congestion of the network through lengthy downloads of files and/or audio/video streaming (audio or video streaming through the school’s Internet access is strictly prohibited unless prior authorization is received by technology staff);
 - g. vandalizing data of another user;
 - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;

- q. creating a web page or associating a web page with the school or school district without proper authorization;
- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software.
- v. personal use of computers during instructional time.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____ Date _____

Date Adopted: 05/18/2006
Last Revised:

8.23—NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE *

Definitions:

Active Duty: is duty under a call or order to active duty under a provision of law referred to in 10 USC § 101(a)(13)(B).

Contingency Operation: has the same meaning given such term in 10 USC § 101(a)(13).

Covered Service Member: is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

Health Care Provider: is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

Instructional Employee: is a teacher whose principal function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does **not** include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to

- A) a military medical treatment facility as an outpatient; or
- B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.¹

Serious Injury or Illness: used in respect to a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the member's office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

Policy

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family Medical Leave Act of 1993 shall govern.

Leave Eligibility

The Westside School District will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) to its eligible employees for one or more of the following reasons:

5. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
6. Because of the placement of a son or daughter with the employee for adoption or foster care;
7. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
8. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
9. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member**. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

District Notice to Employees

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.²

Employee Notice to District

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

When the need for leave is for reasons 3 or 4 or for the care of a covered service member listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

Unforeseeable:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

Medical Certification³

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge

of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

Second Opinion: In any case where the district has reason to doubt the validity of the certification provided, the district may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the district may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the district and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the district and the employee.

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability⁴ determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing⁵, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Concurrent Leave

The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a "light duty job." For the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Health Insurance Coverage

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit their portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the district's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has expired, the district may recover the premiums it paid to maintain health care coverage unless:

1. The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
2. Other circumstances exist beyond the employee's control.

Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

Reporting Requirements During Leave

Employees shall inform the district every two weeks⁶ during FMLA leave of their current status and intent to return to work.

Return to Work

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially

similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

Intermittent or Reduced Schedule Leave

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

(A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

(B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

- 1) to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- 2) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

Leave taken by eligible instructional employees near the end of the academic term⁷

Leave more than 5 weeks prior to end of term.

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of such term.

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Cross Reference: 8.5— NONCERTIFIED EMPLOYEES SICK LEAVE

Legal References: 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.

Date Adopted: 05/18/2006

Last Revised: 01/19/2009 (Effective 07/01/2009)

* All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has 50 or more employees within a 75-mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than 50 employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.

8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES

Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall not operate a cell phone unless the vehicle is safely off the road with the parking brake engaged.

Legal Reference: A.C.A. § 6 –19 -120
ADE Rules and Regulations Governing Mobile Phone Usage by School Bus Drivers

Date Adopted: 05/18/2006
Last Revised:

8.25— NONCERTIFIED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during their designated work time is strictly forbidden unless specifically approved in advance by the superintendent, building principal/supervisor, or their designees.

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phones and/or computers for non-school purposes during normal work time, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination. And will be expected to reimburse the school for any unauthorized cost.

Date Adopted: 05/18/2006

Last Revised: 05/14/2007

8.26—NONCERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

School employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal/supervisor. The principal/supervisor or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occurs on school equipment or property off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal/supervisor. The report may be made anonymously.

Definitions:

Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

Electronic act means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

Harassment means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

Substantial disruption means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

Examples of "Bullying" may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,

9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 05/18/2006
Last Revised: 05/14/2007

8.27—NONCERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

Any staff member who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the staff member's sick leave.

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the staff member to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the staff member's employment.

Legal Reference: A.C.A. § 6-17-1308

Date Adopted: 05/18/2006

Last Revised:

8.28— DRUG FREE WORKPLACE - NONCERTIFIED PERSONNEL

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any; Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

Legal References: 41 USC § 702, 703, and 706

Date Adopted: 05/18/2006

Last Revised: 05/14/2007

8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Westside Consolidated School District's drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature _____

Date _____

8.29—NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras may result in disciplinary action.

The district shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

Videos containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings may become a part of a staff member's personnel record.

Note: This policy is similar to policies 4.48 and 3.41. If you change this policy, review 4.48 and 3.41 at the same time to ensure applicable consistency between the policies.

Date Adopted: 01/19/2009 (effective 07/01/2009)

Last Revised:

8.30—NONCERTIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 120 days in a school year shall not constitute a year. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a certified employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments changes. A Partial RIF may also be conducted in

conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 05/18/2006

Last Revised:

8.31—NONCERTIFIED PERSONNEL TERMINATION AND NON-RENEWAL

For procedures relating to the termination and non-renewal of noncertified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available in the office of the principal/supervisor of each school building.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 05/18/2006
Last Revised:

8.32—NONCERTIFIED PERSONNEL ASSIGNMENTS

The superintendent shall be responsible for assigning and reassigning noncertified personnel.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 05/18/2006
Last Revised:

8.33—NONCERTIFIED PERSONNEL SCHOOL CALENDAR / HOLIDAYS

The Westside Consolidated School District will recognize the following paid holidays:
(Personnel must be working when a holiday occurs in order to receive holiday pay.)

New Year's Day
Memorial Day
4th of July

Labor Day
Thanksgiving Day
Christmas Day

If the holiday occurs on a scheduled day off, an additional day off with pay should be scheduled by your department head. When you work on a holiday, you will receive a compensable day off agreeable to you and your supervisor. Seniority will be given preference.

Any employee who fails to appear on the last scheduled day before a holiday or fails to appear, if scheduled, on the holiday or fails to appear on the first day scheduled after a holiday will not receive holiday pay.

(See next page for calendar)

WESTSIDE ACADEMIC 2010-2011 SCHOOL CALENDAR
(Approved by Board – May 12, 2010 – Revised May 27, 2010)

August 12-13	Teachers Report for Staff Development
August 16.....	All Faculty and Staff report
August 16	High School and Elementary Open House 6:00 to 8:00
August 17.....	Middle School and Pre-K Open House 6:00 – 8:00
August 17-18	Teachers Report for Staff Development
August 19.....	First Day for Students
September 6	Labor Day-No School
October 12	6 th Grade Writing Field Test
October 15	End First Quarter (41 days)
October 18	Begin Second Quarter
October 21	Parent-Teacher Conference 2:30 – 8:30 Students released at 2:30
October 22	Teacher In-Service/Exchange Day
November 24-26	Thanksgiving Break
December 17.....	End Second Quarter (41 days)
December 20-Jan. 2	Christmas Break
January 3.....	Begin Third Quarter
January 12.....	Algebra II Exam
January 17.....	MLK Day/Snow Make-up Day/In-Service/Exchange Day
February 21.....	President’s Day/ Snow Make-up day/In-Service/Exchange Day
March 8-9	Grade 11 Literacy Exam
March 11.....	End Third Quarter (48 days)
March 14.....	Begin Fourth Quarter
March 17.....	Parent-Teacher Conference 2:30 – 8:30 Students released at 2:30
March 18.....	In-Service/ Snow Make-up Day
March 21-25	Spring Break
April 4-15	Window for k-2 and Grade 9 NRT Testing
April 11-14	Augmented Benchmark Exam (3-8)
April 22.....	Good Friday/Snow Make-up Day/In-service/Exchange Day
May 27.....	Last Student Day-End Fourth Quarter (48 days)
May 30.....	Memorial Day Holiday
May 31	Snow Make-Up Day

Calendar includes: 178 student days - 10 staff days - 2 parent-teacher conference days -5 Make-Up Days - All other make up days will be added to the end of the school year. If at any time we have a large amount of days missed in a row due to weather, it might be deemed necessary for teacher to report to school during the latter part of this absence for in-service. This will alleviate the need to add in-service days to the end of the school year.

8.34—NONCERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

It is the statutory duty of non-certified school district employees **who are mandatory reporters**¹ and who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief². Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer **who is a mandatory reporter** from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

Notes: ¹ For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-12-504(b).

² This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources.

Legal References: A.C.A. § 12-12-504, 507, 517

Date Adopted: 01/19/2009 (effective 07/01/2008)

Last Revised:

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8.5A – Non Certified Personnel Transfer of Sick Days Form

Transfer of Sick Days Form

This is to verify that on this _____ day of _____, 20____,

I _____ am giving ____ of my sick

days to _____. I am aware that by signing this

form the number of days stated above will be taken off of my sick days. If for some

reason the recipient does not consecutively use every sick day that was given to him/her

the remainder of the days will be returned to the giver.

Signature of Giver

Signature of Receiver

Date

8.5.1 – NONCERTIFIED EMPLOYEES BEREAVEMENT LEAVE

In the event of death in the immediate family (parents, foster parents, grandparents, spouse, children, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, and grandchildren) an employee may use 2 days per school year without loss of pay or accumulated sick leave at the time of and for the purpose of attending the funeral. If more days are needed, each individual must request that additional days be sick leave, personal leave, leave without pay, or a combination of these.

Date Adopted: 11/15/2010

Last Revised: 04/18/11 (Effective 7/1/2011)